

**CITY OF EL PASO, TEXAS**  
**DEPARTMENT HEAD'S SUMMARY REQUEST FOR COUNCIL ACTION (RCA)**

**DEPARTMENT:** AIRPORT

**AGENDA DATE:** April 5, 2005

**CONTACT PERSON/PHONE:** Patrick T. Abeln, A.A.E. – 780-4724

**DISTRICT(S) AFFECTED:** 3

**SUBJECT:**

**AUTHORIZE** the City Manager to sign a First Amendment to the Airline Operating Agreement and Terminal Building Lease by and between the City of El Paso ("City") and Delta Airlines, Inc. ("Airline") to add Gate B-2 to the Airline's Preferential Use Space.

**BACKGROUND / DISCUSSION:**

On August 1, 2001 the City entered into an Airline Operating Agreement and Terminal Building Lease with Delta Airlines for a term of 6 years to expire July 31, 2007. The exclusive leased areas consist of a ticket counter with officers, an operations area, and on a preferential basis one gate (B-1). The present rental rate is \$31.20 per square foot for their exclusive areas, and \$12,000 annually for the preferential use of Gate B-1. Beginning February 1, 2005 Delta added 3 direct flights to Salt Lake City and an additional flight to Atlanta. Due to the overlapping of flight times and the positioning of aircraft on the ramp, Delta is requesting an additional gate. By approving this Amendment they will receive preferential use of Gate B-2 at an annual rate of \$12,000 with the same expiration date as the original Agreement. All the terms and conditions of the original Agreement remain unchanged.

**PRIOR COUNCIL ACTION:**

Has the Council previously considered this item or a closely related one? If so, when?

**Yes. Original Agreement approved 8-1-01.**

**AMOUNT AND SOURCE OF FUNDING:**

N/A

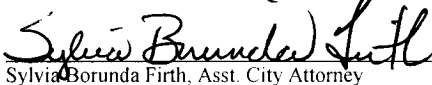
**BOARD / COMMISSION ACTION:**

**Approved by Airport Board at the February 24, 2005 meeting.**

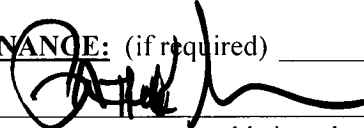
**COUNCIL ACTION REQUIRED: City Council did not delegate the authority to sign airport leases, concession agreements or operating agreements.**

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**LEGAL:** (if required)

  
Sylvia Borunda Firth, Asst. City Attorney

**FINANCE:** (if required)



**OTHER:**

Patrick T. Abeln, A. A. E., Director of Aviation

(Example: if RCA is initiated by Purchasing, client department should sign also)

*Information copy to appropriate Deputy City Manager*

**APPROVED FOR AGENDA:**

**CITY MANAGER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## **RESOLUTION**

### **BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

That the City Manager be authorized to sign a First Amendment to the Airline Operating Agreement and Terminal Building Lease dated August 1, 2001 by and between the City of El Paso ("City") and Delta Airlines, Inc. ("Airline") to add Gate B-2 to the Airline's Preferential Use Space.

**APPROVED** this the 6th day of April 2005.

### **CITY OF EL PASO**

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Joe Wardy  
Mayor

### **ATTEST:**

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Richarda Duffy Momsen  
City Clerk

### **APPROVED AS TO FORM:**

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Sylvia Borunda Firth  
Assistant City Attorney

### **APPROVED AS TO CONTENT:**

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Patrick T. Abeln, A. A. E.  
Director of Aviation

ORIGINATING DEPARTMENT: AIRPORT

STATE OF TEXAS            )  
                                      )  
COUNTY OF EL PASO        )       **FIRST AMENDMENT TO AIRLINE OPERATING  
AGREEMENT AND TERMINAL BUILDING LEASE**

This First Amendment to Airline Operating Agreement and Terminal Building Lease by and between the City of El Paso ("City") and Delta Airlines, Inc. ("Airline") is made and entered into the 6<sup>th</sup> day of April 2005.

**WHEREAS**, on August 1, 2001, the City entered into an Airline Operating Agreement and Terminal Building Lease ("Agreement") with Airline regarding the operation of the business of transporting persons, property, or mail by air and related facilities in the terminal building of the El Paso International Airport, El Paso, Texas.

**WHEREAS**, the Airline has requested that City allow Airline to add an additional gate to the Airline's Preferential Use space as defined in the Agreement; and

**WHEREAS**, the City has agreed to add an additional gate.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1.    **Preferential Use Space.** The definition of Preferential Use Space contained in the Agreement is hereby amended to add Gate B-2 as identified on Exhibit "B-2" attached hereto and incorporated herein by reference.
2.    **Replacement of Exhibit.** Exhibit "B-2" which was attached to the Agreement to depict the Airline's Preferential Use Space is hereby deleted in its entirety and replaced by Amended Exhibit "B-2" attached hereto and incorporated herein by reference.
3.    **Termination Right.** Either party to the Agreement may delete Gate B-2 from Airline's designated Preferential Use Space by providing the other thirty (30) days prior written notice. This termination right shall only be applicable to Gate B-2 and will not affect the other leased spaces or obligations set forth in the Agreement.
4.    **Ratification of Prior Agreements.** Except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect as written.
5.    **Effective Date.** Regardless of the date of execution, this First Amendment shall become effective as of March 1, 2005.

This First Amendment to Airline Operating Agreement and Terminal Building Lease has been executed this the \_\_\_\_\_ day of April 2005.

**CITY OF EL PASO**

\_\_\_\_\_  
Joyce Wilson  
City Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Sylvia Borunda Firth  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Patrick T. Abeln, A. A. E.  
Director of Aviation

**ATTEST:**

\_\_\_\_\_

**AIRLINE: DELTA AIRLINES, INC.**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

THE STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by \_\_\_\_\_, as \_\_\_\_\_ of Delta Airlines, Inc.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires:

\_\_\_\_\_

**ACKNOWLEDGMENT**

THE STATE OF TEXAS )

COUNTY OF EL PASO )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by Joe Wardy, as Mayor of the City of El Paso, Texas.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires:  
\_\_\_\_\_

**ACKNOWLEDGMENT**

THE STATE OF Georgia )

COUNTY OF Fulton )

This instrument was acknowledged before me on this 2/2<sup>nd</sup> day of March, 2005, by Jay Turney, as General Manager of Delta Airlines, Inc.

Jwa Davis  
Notary Public, State of ~~Texas~~ Georgia

My Commission Expires:

\_\_\_\_\_  
Notary Public, Cobb County, Georgia  
My Commission Expires December 6, 2008